**TERMS OF USE**

Effective Date: September 1, 2021

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND USING THIS WEBSITE OR MOBILE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW.

In these Terms of Use, the words "you," "your," and "User" mean each and every person who accesses or uses any Service (as defined below). The words "we," "us," "our," "SC" and "Solventa Corp" mean Solventa Corp Please review these Terms of Use before using or accessing any products or services offered by Solventa Corp (each, a "Service"), which include but are not limited to Solventa Corp websites and the subdomains thereof (collectively, the "Site") and the group of financial service technologies that Solventa Corp or any of its affiliates have developed to enable the services we facilitate or provide (collectively, the "SC” Platform"). If you do not agree to these terms without limitation or exclusion, you should exit this site. These Terms of Use are effective immediately for new users, and from September 1, 2021 for existing users.

All Services are provided by Solventa Corp or its affiliates. By accessing or using any Service, including the Site or the SC Platform, you signify that you have read, understand and agree to be bound by these terms of use ("Terms of Use"), regardless of whether you have registered with Solventa Corp as a member. In addition to these Terms of Use, you may enter into other agreements with us or others that will govern your use of Services or related services offered by others. If there is any contradiction between these Terms of Use and another agreement you enter into applicable to specific aspects of a Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. As used herein, "Users" means anyone who accesses and/or uses a Service. For any terms herein applicable to all Users, all applicants, whether individually or jointly, all investor members, or business and other entity Users specifically, or where the context otherwise requires, "Users" shall be deemed to include any business or other entity on behalf of which any Service is accessed by any other User, and "you" shall be deemed to include any such business or other entity and any person acting on behalf of any such business or other entity in connection with the use of any Service. For purposes of these Terms of Use, a sole proprietor participating in our Small Business lending program is deemed to be acting on behalf of a business.

### Changes to these Terms of Use

We may make changes to these Terms of Use from time to time. If we do this, we will post the changed Terms of Use on the Site and will indicate at the top of this page the date the Terms of Use were last revised. You understand and agree that your continued use of any Service after we have made any such changes constitutes your acceptance of the new Terms of Use.

**TERMS APPLICABLE TO ALL USERS: ELIGIBILITY, LICENSE AND REPRESENTATIONS**

**Eligibility: General**

This site is intended solely for Users who, if they are a natural person, are eighteen (18) years of age or older, and any registration by, use of or access to a Service by any natural person under 18 is unauthorized, unlicensed and in violation of these Terms of Use. By using any Service, you represent and warrant that, if you are a natural person, you are 18 or older and that you agree to and will abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or otherwise violate an agreement between you and us, then Solventa Corp may terminate your membership, delete your profile and any content or information that you have posted and/or prohibit you from using or accessing any Service (or any portion, aspect or feature thereof), at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 18.

**Privacy**

Your privacy is very important to us. Please carefully read Solventa Corp’s Privacy Policy, which details how we treat your personal information.

**Proprietary Rights in Service Content; Limited License**

All content within all Services, including but not limited to designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Service Content"), are the proprietary property of Solventa Corp with all rights reserved. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Solventa Corp prior written permission, except as provided in the following sentence and except that the foregoing does not apply to your own User Content (as defined below) that you legally post within a Service. Provided that you are eligible for use of a Service, you are granted a limited license to access and use the Service and to download or print a copy of any portion of the Service Content solely for your use in connection with your use of the Service, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Service Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Service Content is strictly prohibited. Any use of any Service or any Service Content other than as specifically authorized herein, without the prior written permission of Solventa Corp, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause.

You may review personal information (including credit data) posted by or relating to other Users on the Site, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users. You may not reproduce any personal information (including credit data). Further, you represent and warrant that: (i) you do not have the ability to match any personal information (including credit data) posted by or relating to other Users to the identity of any individual; (ii) you will not make any attempt to obtain data permitting you to match any personal information (including credit data) posted by or relating to other Users to the identity of any individual; (iii) you will not accept any information from any third party that permits such a match; and (iv) you will make no such match.

**Promotions**

Any and all offers or promotions advertised on this Site are void where prohibited, and are subject to the posting of any official rules to such offers or promotions.

**Consent to Conduct Business Electronically**

Because Solventa Corp operates its platform online and conducts its business solely through the Internet, you must consent to receive all disclosures, notices, documents, agreements, and information associated with the Services (“Communications”) electronically in order to transact business with us. This section informs you of your rights when receiving electronic Communications from Solventa Corp.

Electronic Communications. You agree that Solventa Corp, its agents and representatives, may provide all Communications to you electronically via email or through our Site. You may still request a paper copy of any Communication by following the procedure outlined below.

Hardware and Software Requirements. In order to receive electronic Communications, you must have the following: (1) access to the Internet; (2) an active email account; (3) software capable of receiving email through the Internet; (4) supported Web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher); and (5) hardware capable of running this software. To ensure access and optimal printing of your documents in PDF format, you must have Adobe Reader. To install the free version of Adobe Reader, click here.

Additional Mobile: Technology Requirements. If you access our Site and Communications electronically via a mobile device (such as a smart phone or tablet), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save the Communications presented to you. If you do not have these capabilities on your mobile device, please access our Site through a device that provides these capabilities.

Telephone Communications. By accepting these Terms of Use, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes, at any telephone number, or physical or electronic address you provide to us. You agree we may contact you in any way including SMS text messages, calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automated texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or via text.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or number(s) we can reasonably associate with your account (through skip tracing, caller ID capture, or other methods), with information or questions about your request, application, loan and/or account. You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else’s. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number.

MARKETING CALLS AND TEXTS: We will not use autodialed or prerecorded calls or texts to contact you for marketing purposes unless you provide us with prior express written consent. If you have provided consent to receive marketing calls, you agree that Solventa Corp’s employees, agents, and representatives may use autodialed or pre-recorded phone calls and SMS text messages to contact your mobile phone at the number you provide for the purpose of describing goods and services that may be of interest to you, whether offered by Solventa Corp, affiliates, or third parties. If provided, your consent will be effective even if the number you have provided is registered on any state or federal Do-Not-Call (DNC) list. This consent for telemarketing calls shall remain in effect until you revoke it. Your consent to receive telephone communications is not a condition of obtaining any product or service and may be revoked at any time by email at [hello@solventa.com](mailto:hello@solventa.com) or by calling us at 1-305-984-0762.

Standard calling and text messaging rates will apply, based on your cellular telephone carrier and service plan.

Changes in Contact Information. Please keep us informed of any changes in you contact information so that you can continue to receive timely electronic Communications from us. You may update your contact information by emailing [hello@solventa.com](mailto:hello@solventa.com) or by calling us at 1-305-984-0762.

**Site Security**

As a condition of your use of this Site, you agree that you will not, and you will not take any action intended to: (i) access data that is not intended for you; (ii) invade the privacy of, obtain the identity of, or obtain any personal information about any customer or user of this Site; (iii) probe, scan or test the vulnerability of this Site or the Avant network or breach security or authentication measures without proper authorization; (iv) attempt to interfere with service to any user, host or network or otherwise attempt to disrupt our business, including, without limitation, via means of submitting a virus to this Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" or (v) send unsolicited mail, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability.

**Restrictions on Data Collection/Termination**

Without our prior consent, you may not:

* use any automated means to access this Site or collect any information from the Site (including, without limitation, robots, spiders, scripts or other automatic devices or programs);
* frame the Site, utilize framing techniques to enclose any Content or other proprietary information, place pop-up windows over this Site's pages, or otherwise affect the display of this Site's pages;
* engage in the practices of "screen scraping," "database scraping" or any other activity with the purpose of obtaining content or other information;
* upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any Solventa Corp member or third party;
* Use data provided by Solventa Corp, provided in any manner whatsoever, for any competing uses or purposes. You further agree that you have never used data, provided in any manner whatsoever, from Solventa Corp in the past to compete with the products or services of Solventa Corp; or use this Site in any manner that violates applicable law or that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site.

We may terminate, disable or throttle your access to, or use of, this Site and any other Service at any time without notice for any reason, with or without cause at Solventa Corp. sole discretion.

The following provisions of these Terms of Use shall survive termination of your use or access to any Service: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Applicable Law and Dispute Resolution, and General Provisions, and any other provision that by its terms survives termination of your use or access to any Service.

### User Representations

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through any Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory, fraudulent or otherwise unlawful material. You further agree not to harvest or collect email addresses or other contact information of Users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Additionally, you agree not to use automated scripts to collect information from any Service or for any other purpose. You further agree that you may not use any Service in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Service. In addition, you agree not to use any Service to:

* upload, post, transmit, share, store or otherwise make available any content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
* except where authorized by Solventa Corp, register for more than one User account, register for a User account on behalf of an individual other than yourself, operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name, or register for a User account on behalf of any group or entity (other than approved investment accounts opened on behalf of legal entities, joint consumer loan accounts or accounts opened for purposes of participating in our Small Business lending program);
* impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with or authority to act on behalf of any person or entity;
* upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
* upload, post, transmit, share, store or otherwise make publicly available any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
* solicit personal information from any natural person under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes from any User;
* upload, post, transmit, share or otherwise make available any material that contains software viruses or any other malicious or tracking computer code, files or programs designed to track, interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
* intimidate or harass another User;
* upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
* use or attempt to use another's account, service or system without authorization from that person and Solventa Corp, or create a false identity on any Service; or
* upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Solventa Corp, is objectionable or which restricts or inhibits any other person from using or enjoying any Service, or which may expose Solventa Corp or its Users to any harm or liability of any type.

**User Content Posted within any Service**

You are solely responsible for the personal or business information, photos, profiles, messages, notes, text, information, music, video, contact information for you or others, advertisements or other content that you upload, publish, provide or display (hereinafter, "post") within or through any Service, or transmit to or share with other Users (collectively the "User Content"). It is against the Terms of Use to contact members directly or to attempt to enter into any lending transactions with members outside of any Service. You understand and agree that Solventa Corp may, but is not obligated to, review and delete or remove (without notice) any User Content in its sole discretion, including without limitation, User Content that in the sole judgment of Solventa Corp violates these Terms of Use, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, Users or others.

By posting User Content within any Service, you automatically grant, and you represent and warrant that you have the right to grant, to Solventa Corp an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with any Service or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from any Service at any time. If you choose to remove your User Content, the license granted above will not expire.

You may review personal or business information (including credit data) posted by other Users within a Service, but you are not authorized to disclose or otherwise use such information for any purpose other than assessing the creditworthiness of other Users for any purpose other than in connection with your loan investment activities as an investor member.

**Registration Data; Account Security**

In consideration of your use of any Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms in the Service or otherwise requested by us ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; (d) promptly notify us regarding any material changes to information or circumstances that could affect your eligibility to continue to use any Service or the terms on which you use the any Service; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

**Scope of License to Use**

For Users that are businesses or other entities, or persons acting on behalf of businesses or other entities, the limited license to access and use the Site granted above shall be deemed granted to the business or entity member and to those authorized representatives of the business or entity for whom Registration Data has been provided to Solventa Corp while acting on behalf of the business or entity member in their official capacities. Any access to or use of any Service by persons who are not authorized representatives of the business or entity, including but not limited to any representative for whom Registration Data has not been provided, voids this license and shall constitute a violation of these Terms of Use. Furthermore, this license is revocable by us at any time with regard to the business or entity member and/or any person acting on such business or entity's behalf without notice and with or without cause.

**ALL USERS: INTELLECTUAL PROPERTY MATTERS**

**Trademarks**

Solventa Corp and all other graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Solventa Corp in the U.S. and/or other countries. Solventa Corp's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Solventa Corp.

**Copyright Complaints**

To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**Repeat Infringer Policy**

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Solventa Corp has adopted a policy of terminating, in appropriate circumstances and at our sole discretion, the memberships of members who are deemed to be repeat infringers. Solventa Corp may also at its sole discretion limit access to any Service and/or terminate the memberships of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

**Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about any Service ("Submissions"), provided by you to Solventa Corp are non-confidential and shall become the sole property of Solventa Corp. SC shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**ALL USERS: MISCELLANEOUS TERMS**

**Links to Third-Party Sites**

We are not responsible for the information practices employed by sites linked to or from our Site. In most cases, links to third-party websites are provided solely as pointers to information on topics that may be useful to our users. Since third-party websites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

**User Disputes**

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

**Disclaimers**

Solventa Corp affiliates, subsidiaries, and providers, and their respective officers, directors, employees, agents, independent contractors and licensors (collectively the "Solventa Corp Parties") do not guarantee the accuracy, adequacy, timeliness, reliability, completeness, or usefulness of any Service Content, User Content, or Third Party Content (together, "Content") and the Solventa Corp Parties disclaim liability for errors or omissions in any Content.

All Services and all Content is provided "as is" and "as available," without any warranty, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of the Content. The Solventa Corp Parties do not warrant that any Service is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under the laws applicable to these Terms of Use.

Solventa Corp does not guarantee the accuracy of any User Content or Third Party Content. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post within any Service and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content you may encounter within any Service or in connection with any User Content or Third Party Content. Solventa Corp is not responsible for the conduct, whether online or offline, of any User of any Service. Solventa Corp cannot guarantee and does not promise any specific results from use of any Service.

Any Service may be temporarily unavailable from time to time for maintenance or other reasons. Solventa Corp assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Solventa Corp is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or in any Service or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with any Service. Under no circumstances will Solventa Corp be responsible for any loss or damage, including any loss or damage to any User Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of any Service, any User Content or Third Party Content posted within or through any Service or transmitted to Users, or any interactions between Users, whether online or offline.

Solventa Corp reserves the right to change any and all content contained within any Service at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, and supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Solventa Corp.

**Limitation on Liability**

You agree that the Site and all logos related to ours and the Lenders' products and services are ours, the Lenders’ and relevant licensors’ trademarks or registered trademarks, respectively. You may not copy, imitate or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress. All right, title and interest in and to the Website, any content thereon, our products and services, the technology related to our products and services, and any and all technology and any content created or derived from any of the foregoing is our or our licensors’ exclusive property.

**Indemnity**

You agree to indemnify and hold Solventa Corp, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your User Content, any Third Party Content you post or share within or through any Service, your use of any Service, your conduct in connection with any Service or with other Users, or any violation of these Terms of Use or of any law or the rights of any third party. The previous sentence shall not apply to any extent to Users while acting as an investor member or while registering as an investor member in connection with their (i) posting of User Content or (ii) use of the Site.

**Miscellaneous**

These Terms of Use shall be governed in all respects by the laws of the State of Florida, without regard to its provisions relating to conflict of laws. Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

**Complete Agreement**

Except as expressly provided in a particular notice or disclaimer posted by or on behalf of Solventa Corp on this Site, these Terms of Use, including Solventa Corp Privacy Policy, constitute the entire agreement between you and Solventa Corp with respect to the use of the Site and Contents.

**Contacting Us**

If you have questions, comments, or complaints regarding these Terms of Use, the Site, or Services, you may call 1-305-984-0762, email us at hello@solventa.com, or write to Solventa Corp. customer service, 19790 W Dixie Hwy Miami, FL, 33180